IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

ROBERT BRANTING and THERESA SWEETON, Appellants, v. POULSBO RV, a Washington corporation, Respondent.	)	No. 66754-8-I DIVISION ONE UNPUBLISHED FILED: October 22, 2012

Cox, J. — Robert Branting and Theresa Sweeton appeal the summary dismissal of their claims against Poulsbo RV: breach of contract, wrongfully withholding pay, negligent and intentional misrepresentation, and breach of fiduciary duty. They seek damages and an accounting of sales commissions paid to them. Sweeton also appeals the dismissal of her wrongful termination in violation of public policy claim. Because there are no genuine issues of material fact for any of these claims, we affirm.

Branting and Sweeton sold new and used recreational vehicles for Poulsbo RV. Sweeton worked at Poulsbo RV for approximately 15 years.

Branting worked there from 1998 to September 2004 and then from January 2006 to August 2007.

They both worked on commission. That commission was 25 percent of "gross profits" per sale. "Gross profit" was the final vehicle sale price minus "costs."

During the terms of Sweeton and Branting's employment, there was no mutual agreement of what was included in "costs." According to Joy Heinz, former assistant general manager for Poulsbo RV, costs can typically include the following:

> (1) the factory or dealer invoice price, including holdbacks, regional advertising, and any other costs associated with the inventory purchase; (2) dealer-installed options and equipment; (3) transportation for dealer trade-ins; (4) cash paid on the customer's behalf; (5) over-allowances on trade-ins; (6) vehicle "spiffs," which are any bonuses associated with a sale; and (7) vehicle "packs," which are general sales and delivery costs, such as for fuel charges, inspections, minor repairs, and other costs.[1]

Neither Sweeton nor Branting was clear on what was included in "costs." During their employment, they believed their commissions were often lower than they expected. When Sweeton and Branting believed that their commissions were incorrect, they would talk to their managers. Nevertheless, both continued to work on commission.

In 2007, Poulsbo RV asked its salespeople to sign a new "Salesperson Commission Policy Agreement." Sweeton and Branting initially declined because they objected to certain provisions. Specifically, they did not like the

[1] Clerk's Papers at 40.

arbitration clause, and they disagreed with the specification of costs that could be deducted in the gross profit formula for commissions.

Branting quit working for Poulsbo RV in August 2007. In December 2007, Sweeton stopped working for Poulsbo RV after a disagreement with her manager regarding her work schedule.

In 2008, Branting and Sweeton commenced this action against Poulsbo RV. They made the claims and sought the relief we previously described in this opinion.

Poulsbo RV moved for summary judgment, which the court granted. Among other things, the trial court explained that the "evidence in the record is insufficient for the trier of fact to do anything other than speculate as to damages, even assuming any of plaintiff's legal claims are viable under the applicable law."[2]

Branting and Sweeton appeal.

BREACH OF CONTRACT

Branting and Sweeton argue that there is a genuine issue of material fact whether there was an oral contract regarding the calculation of commissions. We disagree.

A motion for summary judgment may be granted when there is no genuine issue as to any material fact, and the moving party is entitled to a judgment as a matter of law.[3] A material fact is one on which the outcome of the litigation

[2] Id. at 202.
[3] CR 56(c).

depends.[4] We review a summary judgment order de novo, viewing the facts and reasonable inferences in the light most favorable to the nonmoving party.[5]

The burden of proving the existence of a contract is on the party asserting its existence.[6] For a contract to exist, there must be mutual intention or assent on the essential terms of the agreement.[7] Mutual assent usually takes the form of an offer and acceptance.[8] Generally, the existence of an oral contract is not appropriately decided on summary judgment because this determination depends on the credibility of witnesses.[9] However, "bare assertions of ultimate facts and conclusions of fact are alone insufficient to defeat summary judgment."[1]

The parties agree that Poulsbo RV promised to pay Branting and Sweeton 25 percent of gross profit. Moreover, it is undisputed that the gross profit formula was the sale price of the recreational vehicle minus costs, which could vary from sale to sale.

Branting and Sweeton point to the 2007 commission agreement as proof that the "fees, costs and charges" changed over time without their consent.

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[4] Greater Harbor 2000 v. City of Seattle, 132 Wn.2d 267, 279, 937 P.2d 1082 (1997).

[5] Lam v. Global Med. Sys., Inc., 127 Wn. App. 657, 661 n.4, 111 P.3d 1258 (2005).

[6] Saluteen-Maschersky v. Countrywide Funding Corp., 105 Wn. App. 846, 851, 22 P.3d 804 (2001) (citing Cahn v. Foster & Marshall, Inc., 33 Wn. App. 838, 840, 658 P.2d 42 (1983)).

[7] Id.

[8] Id. (quoting Pac. Cascade Corp. v. Nimmer, 25 Wn. App. 552, 556, 608 P.2d 266 (1980)).

[9] Crown Plaza Corp. v. Synapse Software Sys., Inc., 87 Wn. App. 495, 500-01, 962 P.2d 824 (1997).

[1] Saluteen-Maschersky, 105 Wn. App. at 852 (citing Grimwood v. Univ. of Puget Sound, Inc., 110 Wn.2d 355, 359-60, 753 P.2d 517 (1988)).

They claim that the commission agreement showed that Poulsbo RV was "calculating and paying commissions on a case by case basis anyway it wanted at its sole discretion."

This argument fails to address the lack of objective manifestation of mutual intent by the parties to the alleged contract prior to the written agreement in 2007. Specifically, there is no showing of mutual assent to what was included within the term "costs" used to calculate commissions.

Sweeton testified that "it was never fully disclosed" as to how gross profit was calculated, but costs would typically include the "cost of a unit," "repair orders," and "any pack," which usually includes general sales and delivery costs. Branting testified that Poulsbo RV promised that the costs deducted from the sale price would be "actual costs" and "a pack of 6 percent on new and 12 percent on used with a maximum pack of $5,000." But Branting also testified that he was "sure" that costs changed over time even though he did not know "specifics." When Poulsbo RV asked Branting if it made any oral promises about whether "certain things would be exempt from [the] pack or certain things would not be included as part of the cost of doing business," he testified, "No."

In sum, the testimony of Branting and Sweeton demonstrates that there was no oral contract regarding the "costs" that could be deducted from the sale price to determine the gross profit on which commissions were based. There was no objective manifestation of mutual assent to the material term "costs."

Branting and Sweeton argue that summary judgment was inappropriate

because the existence of an oral contract involves states of mind and witness credibility. They rely on Crown Plaza Corp. v. Synapse Software Systems, Inc.[11] This reliance is misplaced.

There, this court reversed the trial court's grant of summary judgment holding that the existence of an oral contract should not be decided on summary judgment due to the importance of witness credibility.[12] But in that case, Synapse alleged it entered into an oral contract and Crown Plaza completely denied the contract's existence.[13]

Here, Branting and Sweeton argue that there is a genuine issue of material fact whether Poulsbo RV orally promised what costs could be deducted from the sales price to calculate gross profit. But, as discussed previously in this opinion, the evidence does not support the existence of any factual dispute on this critical term. Thus, witness credibility is not at issue.

There is an additional, independent reason why Branting and Sweeton failed to show the existence of any genuine issue of material fact on their breach of contract claim. They failed to show any proof of damages. Absent such a showing, there can be no other material factual issues for this claim.

To prevail on a claim for breach of contract, a plaintiff must show that the contract imposed a duty, the duty was breached, and the breach proximately caused damage to the plaintiff.[14] Thus, it is not enough for a plaintiff to show

[11] 87 Wn. App. 495, 962 P.2d 824 (1997).
[12] Id. at 500-01.
[13] Id. at 501.
[14] Myers v. State, 152 Wn. App. 823, 827-28, 218 P.3d 241(2009).

that a breach occurred.[15] The plaintiff must also establish that damages resulted from the breach with a reasonable degree of certainty.[16] Damages need not be proven with "mathematical certainty," but they must be supported by evidence that provides "a reasonable basis for estimating the loss and does not subject the trier of fact to mere speculation or conjecture."[17]

Even if Branting and Sweeton could establish that there was a breach of a duty owed them to only deduct certain costs, they fail to show, with any reasonable certainty, damages causally connected to such a breach. They rely on the 2007 commission agreement to fill this gap. The agreement lists various fees, charges, packs, and expenses that could be deducted from the sale price to reach gross profit. They claim they can estimate their damages by multiplying these costs by their total number of sales. But this estimation is purely speculative. It does not take into account the fact that the parties originally agreed that some costs could be deducted from the sale price to reach a gross profit. It is also not clear if any of these costs have changed over time or how this method accounts for the difference in costs for each sale. Thus, this evidence does not establish a reasonable basis for estimating their damages, which is the governing standard for damages.[18]

Branting and Sweeton argue that they were not able to establish damages with more certainty because Poulsbo RV refused to permit inspection of the

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[15] See Commercial Inv. Co. v. Nat'l Bank of Commerce, 36 Wash. 287, 293, 78 P. 910 (1904).

[16] Larsen v. Walton Plywood Co., 65 Wn.2d 1, 15, 396 P.2d 879 (1964).

[17] Shinn v. Thrust IV, Inc., 56 Wn. App. 827, 840, 786 P.2d 285 (1990).

[18] See id.

"deal jackets," which would include the calculation of commissions. At best, this appears to be a discovery issue that they chose not to appeal. Thus, we reject this argument as a basis for their inability to fulfill their burden of proof of damages.

They also argue that they provided descriptions of specific transactions where they were not paid correctly. But they only cite one example where Branting alleges he was paid $2,000 when he believed he should have been paid $18,000. Branting provides no specific dates or documentation to support this assertion. A review of the record reveals that Sweeton also describes receiving less commission than she expected. But neither Branting nor Sweeton provide any documentation or other evidence to support their claims that their commissions were incorrectly calculated.

Branting and Sweeton rely on several cases to support their position that damages do not need to be "absolutely certain."[19] But these cases do nothing to support any argument that Branting and Sweeton have fulfilled their burden to show damages with reasonable certainty. Thus, they are not helpful.

In sum, the lack of any genuine issue of material fact on damages is fatal to the claim of breach of contract. Summary judgment on this claim was proper.

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[19] Reynolds Metals Co. v. Elec. Smith Constr. & Equip. Co., 4 Wn. App. 695, 704, 483 P.2d 880 (1971) (explaining that "absolute certainty" of damages is not required for recovery); Dunseath v. Hallauer, 41 Wn.2d 895, 902, 253 P.2d 408 (1953) (explaining that "if a plaintiff has produced the best evidence available and if it is sufficient to afford a reasonable basis for estimating his loss, he is not to be denied a substantial recovery because the amount of the damage is incapable of exact ascertainment."); Alpine Indus., Inc. v. Gohl, 30 Wn. App. 750, 754, 637 P.2d 998 (1981) (explaining that the trier of fact can make "reasonable inferences based upon reasonably convincing evidence" to establish damages).

WRONGFUL WITHHOLDING OF WAGES

Branting and Sweeton argue that Poulsbo RV willfully withheld their pay, giving rise to a claim for double damages under RCW 49.52.070 and attorney fees under RCW 49.48.030. We disagree.

When an employer willfully deprives an employee of wages, RCW 49.52.050 and .070 authorize certain criminal and civil penalties.[2] Under RCW 49.52.050(2), it is a misdemeanor if an employer "[w]ilfullly and with intent [ ] deprive[s] the employee of any part of his or her wages." Under RCW 49.52.070, an employer who "violate[s] any of the provisions of RCW 49.52.050(1) and (2) shall be liable in a civil action by the aggrieved employee . . . for twice the amount of the wages unlawfully rebated or withheld . . . and a reasonable sum for attorney's fees . . . ."

Whether RCW 49.52.070 applies turns on whether the employer willfully failed to pay the employee's wages.[21] Washington courts have established two instances where an employer does not act willfully: (1) where "the employer was careless or erred in failing to pay," or (2) ***"a 'bona fide' dispute*** existed between the employer and employee regarding the payment of wages."[22] A

[2] Moore v. Blue Frog Mobile, Inc., 153 Wn. App. 1, 7, 221 P.3d 913 (2009), review denied, 168 Wn.2d 1020 (2010).

[21] Schilling v. Radio Holdings, Inc., 136 Wn.2d 152, 159-60, 961 P.2d 371 (1998).

[22] Morgan v. Kingen, 166 Wn.2d 526, 534, 210 P.3d 995 (2009) (citing Schilling,

bona fide dispute is "a 'fairly debatable' dispute over whether an employment relationship exists, or ***whether all or a portion of the wages must be paid***."[23]

As discussed above, there is no showing of a genuine issue of material fact as to the existence of an oral contract regarding the amount of costs that could be deducted from the sale price. Thus, there could be no wrongful withholding of wages based on a calculation of costs. Moreover, even if there was a breach of contract, there is clearly a bona fide dispute over the calculation of wages in this case. For those reasons, there is no showing of any genuine issue of material fact on this claim.

We also note, as we discussed previously, there is no showing of damages of any kind. This is an additional reason for rejection of this claim.

Branting and Sweeton rely on Ebling v. Gove's Cove, Inc.[24] That reliance is misplaced.

In Ebling, this court held that there was no bona fide dispute as to the amount of commissions owed.[25] Ebling is distinguishable from this case because Gove's Cove admitted that Ebling was not paid any commission for the sale of a boat, so there was no bona fide dispute as to the amount actually owed.[26]

Here, the parties do not dispute that Branting and Sweeton were paid commissions. The dispute is over the amount of those commissions. Thus,

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136 Wn.2d at 160) (emphasis added).

[23] Schilling, 136 Wn.2d at 161 (emphasis added).

[24] 34 Wn. App. 495, 663 P.2d 132 (1983).

[25] Id. at 502.

[26] Id.

Ebling does not support Branting's and Sweeton's position.

MISREPRESENTATION

Branting and Sweeton argue that Poulsbo RV negligently or intentionally misrepresented the gross profit formula. We disagree.

Negligent Misrepresentation

For a negligent misrepresentation claim, a plaintiff must prove with clear, cogent, and convincing evidence that:

> (1) the defendant supplied information for the guidance of others in their business transactions that was false, (2) the defendant knew or should have known that the information was supplied to guide the plaintiff in his business transactions, (3) the defendant was negligent in obtaining or communicating the false information, (4) the plaintiff relied on the false information, (5) the plaintiff's reliance was reasonable, and (6) the false information proximately caused the plaintiff damages.[27]

A claim for negligent misrepresentation is premised on the fact that the defendant provided false information to the plaintiff.[28]

Here, Branting and Sweeton fail to point to any evidence in the record that supports their claim that Poulsbo RV made false and deceptive statements to them about their commissions. Because this is a necessary element to establish a negligent misrepresentation claim, their argument fails.[29] Further, as we previously discussed, Branting and Sweeton failed to establish damages,

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[27] Ross v. Kirner, 162 Wn.2d 493, 499, 172 P.3d 701 (2007) (citing Lawyers Title Ins. Corp. v. Baik, 147 Wn.2d 536, 545, 55 P.3d 619 (2002)).

[28] Elliott Bay Seafoods, Inc. v. Port of Seattle, 124 Wn. App. 5, 14, 98 P.3d 491 (2004).

[29] See id.

which is also a necessary element to establish this claim.[3]

Branting and Sweeton argue that Poulsbo RV's statements about the commission formula were false and deceptive when compared to the 2007 commission agreement. They argue that this agreement allows Poulsbo RV to "calculate gross profits anyway it wants at its sole discretion." But the agreement provides a formula for how gross profit is calculated, and it includes different costs that can be deducted from the sale price of new and used vehicles. Further, Branting and Sweeton understood that some costs would be deducted from the sale price to calculate the gross profit.

Intentional Misrepresentation

Branting and Sweeton argue that Poulsbo RV intentionally misrepresented material facts about the calculation of their commission. But they provide no legal authority regarding intentional misrepresentation. Thus, we need not address this issue.[31]

FIDUCIARY RELATIONSHIP

Branting and Sweeton argue that they had a quasi-fiduciary relationship with Poulsbo RV, and that it breached its fiduciary duty by failing to disclose the gross profit formula and commission calculations. We disagree.

A party may be liable in tort if a fiduciary or quasi-fiduciary relationship exists and the fiduciary fails to disclose information.[32] A fiduciary relationship

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[3] See Ross, 162 Wn.2d at 499.

[31] Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 809, 828 P.2d 549 (1992).

[32] Colonial Imports, Inc. v. Carlton Nw., Inc., 121 Wn.2d 726, 731, 853 P.2d 913 (1993).

may arise as a matter law for relationships such as attorney-client and doctor-patient relationships.[33] A quasi-fiduciary relationship may "arise in fact regardless of the relationship in law between the parties."[34] This type of relationship may arise in the following situations: (1) "where a special relationship of trust and confidence has been developed between the parties," (2) "where one party is relying upon the superior specialized knowledge and experience of the other," (3) "where a seller has knowledge of a material fact not easily discoverable by the buyer," or (4) "where there exists a statutory duty to disclose."[35]

Here, Branting and Sweeton argue that their relationship with Poulsbo RV falls within the second situation because they had to rely on Poulsbo RV to correctly calculate their commissions. But the cases they cite do not support this argument. Thus, there is no genuine issue of material fact whether a quasi-fiduciary relationship existed.

Branting and Sweeton rely on a handful of cases where the existence of a fiduciary relationship was at issue. But these cases involved parties that were friends or where one party lacked business expertise.[36] Here, Branting and

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[33] Liebergesell v. Evans, 93 Wn.2d 881, 891, 613 P.2d 1170 (1980).

[34] Id. at 890.

[35] Colonial Imports, 121 Wn.2d at 732.

[36] See Oates v. Taylor, 31 Wn.2d 898, 904, 199 P.2d 924 (1948) (explaining that no fiduciary relationship existed between a contractor and homeowner because it was an "arm's length" relationship and the respondent did not lack business expertise); Salter v. Heiser, 36 Wn.2d 536, 554-55, 219 P.2d 574 (1950) (explaining that a fiduciary relationship existed between a landlord and tenant because one of the parties lacked business expertise); Liebergesell, 93 Wn.2d at 884-85 (explaining that a fiduciary relationship existed between a school teacher who lent money to her friend for the friend's business because the parties were friends and one party lacked business expertise); Boonstra v. Stevens-Norton, Inc., 64 Wn.2d 621, 625, 393 P.2d 287 (1964)

Sweeton do not allege that they had a friendship with management nor do they allege that they lacked business expertise, so these cases are not helpful. Instead, they testified that they often double-checked Poulsbo RV's calculations and would talk to management if they believed their commissions were incorrectly calculated.

Branting and Sweeton also rely on Gauthier v. Dickerson[37] to support their argument that a fiduciary relationship existed, but this case is distinguishable. In Gauthier, a salesman had a written contract with his employer to share "net profits."[38] The written contract also provided that the employer "should invoice all merchandise sold and delivered, as well as all service work performed and completed, and ***keep proper books of account so that costs and profits could be readily determined.***"[39] Here, Branting and Sweeton had an oral contract with Poulsbo RV. Further, there is no evidence in the record that Poulsbo RV expressly agreed to provide a particular type of accounting to Branting and Sweeton. Thus, Gauthier is not persuasive.

Branting and Sweeton also rely on RCW 46.70.180(1)(d) and WAC 308-66-152(4)(m)(i)-(iii) to argue that Poulsbo RV breached its fiduciary duty. They argue that these provisions regarding deceptive and misleading advertising

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(explaining that a quasi-fiduciary relationship existed between a lender and borrower because one party had "superior business acumen and experience"). Branting and Sweeton also cited a case in which Division Three of this court explained that placing confidence in an independent advisor was not sufficient to create a fiduciary relationship, especially when the independent advisor was a public auditor who had "obligations beyond the immediate interests of their clients." Micro Enhancement Intern., Inc. v. Coopers & Lybrand, LLP, 110 Wn. App. 412, 435, 40 P.3d 1206 (2002).

[37] 41 Wn.2d 419, 249 P.2d 370 (1952).

[38] Id. at 419-20.

[39] Id. at 420 (emphasis added).

create a triable issue of fact. But Branting's and Sweeton's reliance on the statute and administrative code is not persuasive. The plain language of those provisions expressly provides that they apply to "advertising," not employee wages or commissions.[4]

WRONGFUL DISCHARGE

Sweeton argues that the trial court erred in summarily dismissing her claim for wrongful discharge in violation of public policy. Because of her failure to identify any public policy that may serve as a basis for this claim, we disagree.

Generally, an employer or employee may terminate at will an employment contract that has an indefinite duration.[41] But Washington courts have carved out a narrow exception to this doctrine by recognizing the intentional tort for wrongful discharge in violation of public policy.[42] This tort may be based on an express or constructive discharge.[43]

Here, Sweeton was not expressly discharged, so she relies on constructive discharge to establish her wrongful discharge claim. But Sweeton failed to establish the first element of this claim.

To prevail on a wrongful discharge claim, a plaintiff must prove "(1) that a

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[4] See Dep't of Ecology v. Campbell & Gwinn, LLC, 146 Wn.2d 1, 9-10, 43 P.3d 4 (2002) ("[I]f the statute's meaning is plain on its face, then the court must give effect to that plain meaning as an expression of legislative intent.").

[41] Thompson v. St. Regis Paper Co., 102 Wn.2d 219, 223, 685 P.2d 1081 (1984).

[42] Id. at 232.

[43] Korslund v. DynCorp Tri-Cities Servs., Inc., 156 Wn.2d 168, 177 n.1, 125 P.3d 119 (2005) (citing Snyder v. Med. Serv. Corp. of E. Wash., 145 Wn.2d 233, 238, 35 P.3d 1158 (2001)).

clear public policy exists (the 'clarity' element), (2) that discouraging the conduct in which the employee engaged would jeopardize the public policy (the 'jeopardy' element), and (3) that the employee's public-policy-related conduct caused the dismissal (the 'causation' element)."[44] For the clarity element, "[c]ourts must 'find' not 'create' public policy, and the existence of such public policy must be 'clear.'"[45] A court will consider "whether the employer's conduct contravenes the letter or purpose of a constitutional, statutory, or regulatory provision or scheme."[46] The issue of whether a clear mandate of public policy exists is a question of law subject to de novo review.[47]

Generally, courts have recognized four different situations in which public policy is contravened:

> (1) where employees are fired for refusing to commit an illegal act; (2) where employees are fired for performing a public duty or obligation, such as serving jury duty; (3) where employees are fired for exercising a legal right or privilege, such as filing workers' compensation claims; and (4) where employees are fired in retaliation for reporting employer misconduct, ***i.e.***, whistleblowing.[48]

More recently, the supreme court, in a plurality opinion, recognized a public policy of protecting victims and families from domestic violence in a case where

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[44] Brundridge v. Fluor Fed. Servs., Inc., 164 Wn.2d 432, 440, 191 P.3d 879 (2008).

[45] Selix v. Boeing Co., 82 Wn. App. 736, 741, 919 P.2d 620 (1996) (quoting Roe v. Quality Transp. Servs., 67 Wn. App. 604, 610, 838 P.2d 128 (1992)).

[46] Thompson, 102 Wn.2d at 232 (quoting Parnar v. Americana Hotels, Inc., 65 Hawaii 370, 380, 652 P.2d 625 (1982)).

[47] Danny v. Laidlaw Transit Servs., Inc., 165 Wn.2d 200, 207, 193 P.3d 128 (2008).

[48] Gardner v. Loomis Armored, Inc., 128 Wn.2d 931, 936, 913 P.2d 377 (1996) (emphasis in original).

an employee was fired for missing work because of domestic violence.[49] But since the recognition of this tort, courts have been reluctant to recognize additional mandates of public policy.[5]

Here, Sweeton does not argue that her wrongful discharge claim fits within any of the four common situations in which public policy is contravened.[51] Instead, she contends that state statutes contain a mandate of public policy that employee's wages must be protected. In essence, Sweeton is asking this court to recognize a new public policy within this narrow exception of the at-will doctrine. Sweeton cites to a series of statutory chapters on employee wages but fails to point to any specific language within these statutes or cite any additional authority to support such an expansion.[52] Sweeton has not established that her discharge violates a clear mandate of public policy. Thus, the court properly dismissed her wrongful discharge claim.

We affirm the summary dismissal of all claims.

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[49] Danny, 165 Wn.2d at 206, 227.

[5] See, e.g., Selix, 82 Wn. App. at 744 (explaining that a statute did not "contain a clear mandate of public policy prohibiting a private employer from terminating an employee based solely on a criminal conviction"); Miguel v. Guess, 112 Wn. App. 536, 558, 51 P.3d 89 (2002) (explaining that Washington law "shows some trend . . . toward a public policy that would prohibit the government from discriminating against its citizens because of their sexual orientation" but this trend was "insufficient to establish a clear mandate of public policy").

[51] See Gardner, 128 Wn.2d at 936.

[52] Opening Brief of Appellants at 18 (citing RCW 49.48 et. seq. (Wages-Payment-Collection), RCW 49.52 et. seq. (Wages-Deductions-Contributions-Rebates), RCW 49.46.100 (Minimum Wage Act)).

Cox, J.

WE CONCUR: